

PUSH BUTTON ALERT TERMS of SERVICE

The terms below apply to Your access to and use of the Push Button Alert Service.

myDevices, Inc. (“myDevices”) is the creator of a remote automated commercial monitoring solution for a variety of vertical markets that combines wireless sensors and gateways with a web and mobile application for monitoring solutions such as refrigeration. Such solutions include either a Cellular-enabled or Ethernet gateway, a wireless sensor, and a web- and mobile-based application for managing account and device preferences, alerts, and reporting.

You acknowledge and agree that myDevices is the service provider. As such, myDevices is responsible for compliance with all laws, rules, and regulations applicable to the service and you agree to the myDevices End User License Agreement available at <https://www.iotinabox.com/end-user-license-agreement/>.

Push Button Alert Application.

A. The “Push Button Alert Application” is a web-based location application from myDevices that, when engaged, provides near real-time location information based on the proximity of the Push Button Alert Device to the nearest Beacon.

- (1) A “Push Button Alert Device” is a personal push button device provided by myDevices that activates the Push Button Alert Application.
- (2) A “Beacon” is a wireless location hardware device that must be installed by Customer throughout the space in which the Push Button Alert Application will be used. Beacons must be obtained directly from myDevices and the cost of such devices are not included in Customer’s MRC for the Push Button Alert Solution.
- (3) The Push Button Alert Devices and Beacons each independently and collectively are “Approved Device(s)”
- (4) The Push Button Alert Solution is the Push Button Alert Application together with the Approved Devices.

B. Customer must coordinate testing of the alert notifications with myDevices, and the Push Button Alert Solution will not work until such testing is successfully completed. Customer must have the appropriate number of Beacons installed at the location in which the Push Button Alert Solution is intended to operate, as determined by myDevices.

C. **Installation Delays.** Sprint will have no liability under the Agreement for unavailability of Approved Devices or the Push Button Alert Solution, delays in delivery of Approved Devices, or failure to complete activation and deployment of Approved Devices within a specific time period.

D. **Alert Services.** Subject to the limitations set forth herein, when a Push Button Alert Device is pushed and a network connection is available, the Push Button Alert Device will communicate with the nearest Beacon, determine the location of the Beacon signal and relay that information to Customer’s designated recipients in the manner selected by Customer during the Push Button Alert Application set-up.

E. Additional Customer Responsibilities.

- (1) Customer must set-up the Push Button Alert Application in coordination with myDevices. The Push Button Alert Application set-up will include Customer’s designation of alert recipients, location information of each Beacon and identification of the user of each Push Button Alert Device (a “User”). Neither myDevices nor Sprint is responsible for any inaccuracies related to Customer’s Push Button Alert Application set-up that may adversely impact the operation of the Push Button Alert Solution. The Push Button Alert Solution alerts only those recipients designated by Customer and the Push Button Alert Solution does not automatically alert emergency personnel.

- (2) It is Customer's sole responsibility to care for and maintain the Approved Devices including complying with any specific instructions provided by myDevices. Customer acknowledges that failure to do so may result in the inability of the Approved Device to properly transmit an alert or location information, thereby rendering the Push Button Alert Solution either partially or completely unavailable for the particular Approved Device.
 - (3) Customer agrees to comply with all safety warnings and other safety and operational information provided with the Approved Devices, and will ensure that all personnel who use the Push Button Alert Solution are aware of the requirements and limitations set forth in this Attachment concerning the Push Button Alert Solution. It will be Customer's sole responsibility to implement and enforce policies for the proper and safe use of the Push Button Alert Solution.
 - (4) The Push Button Alert Solution is a "Location Based Service," as used below. Customer agrees that the Location Based Service provider may access, use and disclose as necessary the geographic location of the Approved Devices pursuant to the terms and policies of the Location Based Service purchased by Customer, including the Location Based Service provider's privacy policy. Customer must clearly, conspicuously and regularly notify all of its Users that end-user location information may be accessed, used or disclosed in connection with the Location Based Service. In addition, if Customer will be using Location Based Services to track or collect the location of end users that Customer knows, or reasonably should know, are under 13 years of age, Customer will be responsible for complying with all applicable notice and consent requirements in accordance with the Children's Online Privacy Protection Act (15 U.S.C. § 6501 et seq.) and any other applicable laws.
 - (5) Customer will comply with all applicable privacy laws and will obtain all necessary consents from each User authorizing the location tracking and monitoring of the User and provide the User with the right to revoke such authorization.
- F. Product and Technical Support.** For all product and technical support relating to the Push Button Alert Solution, Customer will call myDevices at 844-IOT-FACTS. Customer will not call Sprint for product and technical support related to the Approved Devices or the Push Button Alert Solution.
- G. Service Limitations.** Customer acknowledges that use of the Push Button Alert Solution is dependent upon the availability of a network connection, whether a Sprint network, LoRa or Customer's Ethernet service provided by Sprint or another carrier. Such availability may not always be present. At any time such network connection is not available, any attempt to transmit an alert by an Approved Device will not be received, and the Push Button Alert Solution will be unavailable. **CUSTOMER SHOULD IMPLEMENT SECONDARY MEANS OF COMMUNICATION, AS APPROPRIATE UNDER THE CIRCUMSTANCES, TO AVOID THE RISK OF INJURY OR DEATH OR DAMAGE TO PROPERTY IN THE EVENT THAT A NETWORK CONNECTION IS UNAVAILABLE.**
- H. LIMITATION OF LIABILITY. CUSTOMER ACKNOWLEDGES THAT THE APPROVED DEVICES AND PUSH BUTTON ALERT SOLUTION WILL NOT PREVENT PERSONAL INJURY, PROPERTY DAMAGE, OR THE LOSS OF LIFE. SPRINT WILL NOT BE LIABLE FOR ANY CLAIMS, LOSSES, EXPENSES, OR DAMAGES CONCERNING THE PUSH BUTTON ALERT SOLUTION, THE INTERRUPTION OR UNAVAILABILITY OF ANY NETWORK CONNECTION UTILIZED WITH THE PUSH BUTTON ALERT SOLUTION, OR THE FAILURE OR MALFUNCTION OF ANY APPROVED DEVICE.**
- I. INDEMNIFICATION. CUSTOMER WILL INDEMNIFY AND DEFEND SPRINT, AND SPRINT'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS, AGAINST ALL CLAIMS FOR DAMAGES, LOSSES, LIABILITIES OR EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, BROUGHT AGAINST SPRINT BY A THIRD PARTY (COLLECTIVELY, "CLAIMS") ARISING OUT OF CUSTOMER'S OR ITS USERS' (A) USE OF THE PUSH BUTTON ALERT SOLUTION, AND (B) FAILURE TO NOTIFY USERS OF CUSTOMER'S ELECTION TO USE THE PUSH BUTTON ALERT SOLUTION OR APPROVED DEVICE LOCATION INFORMATION.**